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United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 18-15573-elf

Edwin L. Hinkle Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0313-2 User: admin Page 1 of 2
Date Rcvd: Dec 02, 2021 Form ID: pdf900 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 04, 2021:

Recipi ID Recipient Name and Address

db Edwin L. Hinkle, 163 S. Front Street, Souderton, PA 18964-1524

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 04, 2021 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 2, 2021 at the address(es) listed below:

Name Email Address

CHARLES W. CAMPBELL

on behalf of Debtor Edwin L. Hinkle cwcampbell3@gmail.com Campbelldoc301@gmail.com

CHRISTOS A. KATSAOUNIS

on behalf of Creditor Commonwealth of Pennsylvania Department of Revenue RA-occbankruptcy5@state.pa.us,

RA-occbankruptcy6@state.pa.us

JAMES RANDOLPH WOOD

 $on\ behalf\ of\ Creditor\ Borough\ of\ Souderton\ jwood@portnoffonline.com\ jwood@ecf.inforuptcy.com$

KENNETH E. WEST

ecfemails@ph13trustee.com philaecf@gmail.com

KEVIN S. FRANKEL

on behalf of Creditor Specialized Loan Servicing LLC pa-bk@logs.com

MARIO J. HANYON

on behalf of Creditor Wells Fargo Bank N.A wbecf@brockandscott.com, mario.hanyon@brockandscott.com

MICHAEL JOHN CLARK

on behalf of Creditor SPECIALIZED LOAN SERVICING LLC mclark@squirelaw.com

PHILIP G. CURTIN

District/off: 0313-2 User: admin Page 2 of 2
Date Rcvd: Dec 02, 2021 Form ID: pdf900 Total Noticed: 1

on behalf of Creditor Diamond Credit Union philcurtin@pcdlaw.com mary@pcdlaw.com

REBECCA ANN SOLARZ

on behalf of Creditor U S Bank Trust National association not in its indivdual capacity but solely as Onwer Trsutee for VRMTG

Asset Trust bkgroup@kmllawgroup.com rsolarz@kmllawgroup.com

REBECCA ANN SOLARZ

on behalf of Creditor US Bank Trust National Association Not In Its Individual Capacity But Solely As Owner Trustee For

VRMTG Asset Trust bkgroup@kmllawgroup.com, rsolarz@kmllawgroup.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 11

Case 18-15573-elf Doc 157 Filed 12/04/21 Entered 12/05/21 00:34:24 Desc Imaged Certificate of Notice Page 3 of 5 IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Edwin L. Hinkle CHAPTER 13

<u>Debtor</u>

US Bank Trust National Association, Not In Its Individual Capacity But Solely As Owner Trustee For VRMTG Asset Trust

NO. 18-15573 ELF

Movant

VS.

Edwin L. Hinkle 11 U.S.C. Section 362

Debtor

Kenneth E. West, Esquire

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$13,734.06 which breaks down as follows;

Post-Petition Payments: April 2021 at \$1,658.83/month

May 2021 to November 2021 at \$1,652.82/month

Suspense Balance: \$732.51
Fees & Costs Relating to Motion: \$1,238.00
Total Post-Petition Arrears \$13,734.06

- 2. The Debtor shall cure said arrearages in the following manner:
- a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of \$13,734.06.
- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$13,734.06 along with the pre-petition arrears;
- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.
- 3. Beginning with the payment due December 1, 2021 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$1,652.82 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

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Should Debtor provide sufficient proof of payments made, but not credited (front &

back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the

terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing

and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor

should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default

with the Court and the Court shall enter an Order granting Movant immediate relief from the

automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default

with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this

agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to

seek reimbursement of any amounts not included in this stipulation, including fees and costs, due

under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: November 2, 2021

4.

By: Rebecca A. Solarz, Esquire

Attorney for Movant

Date: 11/24/2021

/S/ CHARLES W. CAMPBELL

Charles W. Campbell, Esquire

Attorney for Debtor

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Date:	November 30, 2021	/s/ LeRoy W. Etheridge, Esquire, for*
_		Kenneth E. West, Esquire
		Chapter 13 Trustee
	0.0.0	ED

ORDER

Approved by the Court this 2nd day of December , 2021. However, the court retains discretion regarding entry of any further order.

ERIC L. FRANK

U.S. BANKRUPTCY JUDGE